

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this **DATE**, between Sparrow Run Management LLC, herein referred to as "Lessor," and, **NAME** herein referred to as "Lessee."

(1) PREMISES: Lessor lets Lessee the premises situated and known as **ADDRESS**, Newark, DE 19702 together with all appurtenances for a term of One Year to commence on **DATE**, and end on *DATE*.

(2) RENT: Lessee agrees to pay Lessor without demand as rent for the demised premises the sum of **RENT TOTAL FOR ONE YEAR** for the term of this lease, payable in monthly installments of **\$RENT AMOUNT** in advance, on the first day of each calendar month beginning on **DATE**, payable to: Sparrow Run Management LLC at P.O. Box 457, Bear, DE 19701, or at such other place as the Lessor may hereafter designate, with one months rent in advance. Any rents received after the fifth day of the month must include a 5% or minimum \$25.00 late fee. There is a \$30.00 fee for checks returned by the bank. There will be no exceptions.

After the fifth day of the month, court action may be taken at any time at the discretion of the Lessor. Furthermore, if the Lessor is forced to pursue court action three or more times this agreement may be terminated at Lessor's option with thirty days written notice.

(3) SECURITY DEPOSIT: On execution of the Lease, Lessee deposits with Lessor **\$DEPOSIT AMOUNT** the receipt of which is hereby acknowledged by Lessor, as security for the faithful performance by Lessee of the terms and conditions hereof, to be returned to Lessee on the full and faithful performance by Lessee of the provisions hereof. The security deposit, or any portion thereof, may be withheld for damage due to breach of lease or for damage to the leased premises by the Lessee, his family, agents, or social guests in excess of ordinary wear and tear.

(4) USE OF PREMISES: The demised premises shall be used and occupied by Lessee exclusively as a private single-family residence and none of the premises or any part thereof shall be used at any time during the term of this Lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind or for any purpose other than as a private single-family residence. Lessee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalk connected thereto, during the term of this Lease. Lessee will keep said premises in good repair, and will keep said premises and appurtenances, including grounds, landscaping, trees and shrubs, in a clean, neat and sanitary condition. The Lessee shall be liable to the Lessor for all damages to the demised premises and to Lessor's property where said injury shall be caused by negligence, default, willful act, or otherwise, of the Lessee or the Lessee's family, guests, servants, and invites. In the event Lessee fails to repair, replace or make good said damages, he shall pay all the expenses thereof to the Lessor as additional rent.

(5) CONDITION OF PREMISES: Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repaired, and in a safe clean and tenantable condition.

(6) APPLIANCES: The following appliances are provided with this rental, in excellent mechanical working condition: Refrigerator, Stove, Any appliance left in the premises for the use and enjoyment of the Tenant shall be maintained in good working order by the Tenant at the expense of the Tenant. Appliances shall include smoke detectors and fire extinguishers. Lessee agrees to operate the aforesaid appliances as per instructions provided and take appropriate care of. Any appliances furnished by the Lessor are subject to the Lessor's discretion. Any appliances that are

not properly cared for and maintained by the Lessee will be removed from the premises. Lessee agrees not to set hot pans or items on the kitchen countertops.

Upon Lease commencement, Lessee agrees that all wall-to-wall carpets are new or have been professionally steam cleaned, all windows have been washed, all window screens are installed, and the unit has been cleaned thoroughly throughout. At the termination of the Lease the Lessee agrees to perform all of the tasks above and leave unit in the same condition as at the signing of this Lease. If the carpets are not steam cleaned the Lessor will charge a \$175.00 fee to have them cleaned. All other cleaning not completed by Lessee will also be charged accordingly. These fees will be deducted from the security deposit at lease end.

All repairs required thereto, or replacement thereof, made necessary by Lessee's neglect or abuse, shall be at Lessee's expense.

(7) **ANIMALS:** Lessee shall keep **no animals** of any type on or about the leased premises including those of guests.

(8) **NUMBER OF OCCUPANTS:** Lessee agrees that **no more than (*) people shall occupy the demised premises.** Occupants shall include those persons listed on application for residency. Additional residents may not be added to the lease agreement without the prior written consent of the lessor.

(9) **UTILITIES:** The following utilities are provided with this rental and no others, expressed or implied: NONE All other utilities including water and sewer, shall be at Lessee's expense, and must be paid directly to the utility company by Lessee. If at any time during the term of this lease any of the above referenced utilities are billed to the Lessor, Lessee agrees to pay the Lessor directly for usage. Bills must be paid ten days after receiving, or said utilities may be disconnected. Lessee shall not cause nor permit any waste or unreasonable excessive use of any utilities or services furnished with the rental of these premises, and Lessor or his agent may enter premises at any time to avoid or prevent such waste or use and charge Lessee accordingly for excessive use. Landlord is not responsible for installation or maintenance of phone or cable jacks. Any existing jacks are NOT guaranteed to work and providing service to such jacks is tenant responsibility.

(10) **LOCKS, ACCESS, SIGNS:** Lessor and/or his agent shall have free access to the demised premises at all times in case of emergency, and for any other reason, between the hours of 8:00 a.m. and 9:00 p.m. If necessary, in order to gain said access, a key may be used, or locks or door may be removed. Lessee shall not withhold access to demised premises under any circumstances. Locks are not to be removed or changed without written permission of Lessor or his agent. Lessee shall allow to have placed upon said premises at all times notice of "For Sale" or "For Rent" and will not interfere with same; also, to allow said premises to be shown without interference to prospective purchasers or tenants between the hours of 9:00 a.m. and 9:00 p.m. after giving 48 hours notice as per the Delaware Landlord Tenant Code.

(11) **KEYS:** Lessee is to be furnished ONE key at commencement of this Lease, and covenants to return at the termination of this Lease in good order to Lessor, or to pay \$25.00 to Lessor for key not returned.

(12) **SUBLETTING AND ASSIGNMENT:** Without the prior written consent of Lessor, Lessee shall not assign this Lease, nor sublet nor grant concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license should not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of the Lessor, or any assignment or subletting, by operation of law, shall be void and shall, at the Lessor's option,

terminate this Lease.

(13) ALTERATIONS AND IMPROVEMENTS: Lessee should make no alteration to the improvements on the demised premises or construct any building or make other improvements or do any painting on the demised premises without the prior written consent of Lessor. All alterations, changes and improvements built, constructed, or placed on demised premises by the Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, or unless otherwise provided by written agreement between the Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration of, or sooner termination of this lease by Lessor. No wall coverings of any type are to be applied to the walls including contact paper. Also, the Lessee may not authorize any utility, cable co., etc., to make any alterations or installations to the premises without the written consent of the Lessor. Satellite Dishes are prohibited.

(14) DAMAGES TO PREMISES: If the demised premises or any part thereof should be partially condemned damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by the Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable. It is further agreed that tenant shall not be entitled to any notice of such circumstances beyond Lessor control and waive any and all claims against owner for Lease termination.

(15) DANGEROUS MATERIALS: Lessee should not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered as hazardous or extra-hazardous by any possible insurance company. No kerosene heaters allowed. There are to be no waterbeds of any type on premises.

(16) RIGHT OF INSPECTION: Lessor/Agent shall have, upon timely notice to the Lessee, the right at all reasonable times during the term of this Lease, and renewal thereof, to enter the demised premises for the purposes of inspecting the premises and all buildings and improvements thereon.

(17) SAVE HARMLESS: Lessee shall hold Lessor harmless from all claims for damages of every kind and nature to both person and property.

(18) TEMPORARY SERVICE LOSS: Temporary loss or lack of heat, hot water, sewage service, utilities or any other service, where such service is to be furnished by Lessor, due to accident, breakdown, or any other cause, shall not constitute breach of Lease or grounds for termination thereof.

(19) TV ANTENNA: Lessee may install No antenna except upon written permission from and in a manner approved by Lessor. Lessee shall be fully responsible for any damages resulting to premises therefrom. Any existing antenna is not to be altered or replaced without prior written permission of Lessor.

(20) SIGNS: Lessee shall not expose any sign, advertisement, illumination or projection in or out of the windows or exterior, or from the building or upon it in any place without prior written approval of Lessor.

(21) PLUMBING: Lessee shall be responsible for the correction of plumbing stoppages caused by his negligence. Dripping fixtures, running toilets, etc., are the Lessee's responsibilities to report to the office immediately.

(22) AIR CONDITIONING: The working condition of any A/C unit on the premises is not guaranteed. If the property is fifteen years or less in age, and an A/C unit is on the premises, we will attempt to service the unit. However if the unit is more than 15 years in age, Lessor will not provide A/C. If Lessee would like A/C on the premises it will be solely his/her responsibility.

(23) REMOVAL OF RUBBISH: Lessee is responsible for keeping all trash picked up on the premises. The Lessee must also place all trash in trash can containers with garbage in liners and store them in the area so designated by Lessor. Upon vacating the premises, Lessee is responsible for removal of all personal property, rubbish, and litter. If not removed, Lessor may have removed and premises cleaned, with the expense thereof to be paid by Lessee, as additional rent. The Lessor shall have the right without process of law and without further notice, to sell or otherwise dispose of any personal property left in or about the premises by the Lessee after the Lessee has vacated the premises. Lessor may remove anything on the exterior of the house that he considers trash. Anything of value should be kept inside the unit.

(24) SURRENDER OF KEYS: The act of surrendering the keys to these premises by Lessee to the Lessor, without prior termination of this Lease in the manner herein provided shall not constitute nor be considered and acceptance by the Lessor of possession, nor of termination of the Lease, nor shall any of the covenants herein be waived by surrender of keys.

(25) VEHICLES: No more than two (2) vehicles to be kept on premises. All vehicles on the property are to be tagged insured and in operable condition. Lessor may remove any vehicles that do not meet these standards or that the Lessor considers a hazard to the safety, well being, and or appearance of the premises, at Lessee's expense with 5 days written notice. Also, there are to be no boats, commercial trucks, vans, tractor-trailers, or other similar vehicles kept on the property or public roadway that Lessor might find objectionable. Lessor may also have any of these vehicles removed from the premises if Lessee refuses to remove, with 5 days written notice. Lessor will not be responsible for any damage incurred in removing vehicles from the premises.

(26) WINDOWS: If Lessor has provided blinds; they are not to be removed. Lessee may hang decorator draperies on the top curtain rods only.

(27) LIGHTING: the Lessor, upon the Lessee moving in has provided interior and exterior light fixtures and bulbs. The upkeep and replacement of the bulbs and fixtures are the responsibility of the Lessee and must be in working order upon Lease termination.

(28) DAMAGES LESSOR NOT LIABLE: The Lessor shall not be liable for any damage occasioned by failure to keep the demised premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking, or running of any cistern, tank, washbasin, water closet or waste pipe, in, above, upon or about said building or premises, nor for damage occasioned by water, snow, or ice, upon or coming through the roof, sky-light, trap door or otherwise, nor for any damages arising from acts of neglect of co-tenants or other occupants of same building, or of any owners or occupants of adjacent or contiguous property.

(29) HEIRS AND ASSIGNEES: All of the covenants and agreements herein contained shall be binding upon and insure to the benefit of the heirs, personal representatives, successors and assigns of the Lessor and the Lessee, and further, that the singular shall include the plural and the male gender include the female, or both male and female, wherever the context shall so require (see lease addendum).

(30) OWNERSHIP CHANGE: Lessee agrees that in the event of said property being sold or any change of ownership occurs, this rental agreement, at the option of the Lessor, shall terminate absolutely upon 30 days written notice. If Lessor does not exercise this option, Lessee agrees that all obligations of this Lease, including the return of the security deposit, will be transferred to such purchaser or assignee. In such event, all owners'

obligations shall terminate and Lessor shall be released from all liability to Lessee and Lessee shall look to assignee for performance of Lease obligations.

(31) SURRENDER OF PREMISES: At the expiration of the Lease term, Lessee shall quit and surrender the premises hereby demised in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear thereof and damages by the elements accepted.

(32) DEFAULT: If any default is made in the payment of rent, or any part thereof, at the times here and before specified, or if any default is made in the performance or compliance with any other term or condition hereof the Lease at the option of Lessor, shall terminate and be forfeited, and Lessor may reenter premises and remove all persons therefrom.

(33) ABANDONMENT: If at any time during the term of this Lease, Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee, for damages or for any payment of any kind whatever, and may at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the unexpired term. Upon any such abandonment of the premises hereby leased by the Lessee, the Lessor may consider any personal property belonging to Lessee and on the demised premises to also have been abandoned in which case the Lessor may dispose of all such personal property in any manner, and Lessee hereby waives all rights to sue therefor, the Lessor is hereby relieved of all liability for doing so.

(34) TERMS: The terms of the Lease are not to change under any circumstances, unless mutually agreed upon in writing by the Lessor and Lessee. Furthermore, any reason the Lessee does not fulfill this lease agreement the Lessor will retain as liquidated damages the full amount of monies paid in advance by Lessee. Includes any security deposits paid by Lessee. Also, if Lessee is convicted of a drug related or other crime this Lease may be terminated at Lessor's option.

At Lease expiration this Lease will automatically renew for another term unless 60 days notice is received from Lessor or given by Lessee by certified mail. All terms of the Lease will remain the same with the exception of a 5% yearly rent adjustment.

(35) HEADINGS: Headings are inserted solely for convenience of reference and shall not constitute a part of this Lease, affect its meaning, or construction.

(36) CREDIT REPORT: Tenant further authorizes Lessor to verify credit at any time in the future, should such need exist for the purpose of collection of monies due for rent, damages, utilities, judgments, etc.

(37) No entertaining, chairs, etc. in front yard. No basketball equipment to be on premises.

(38) LANDLORD/TENANT CODE: We have acknowledged that we have received a copy of the Summary of the Landlord/Tenant Code prepared by the Attorney General of the State. The tenant hereby waives and releases against the Landlord the "Tenant's right to raise any defense of "ignorance of the law" in any proceeding for the enforcement or termination of this Lease, or for rent or summary possession hereunder.

(39) NEW CASTLE COUNTY TENANTS' RIGHTS AND RESPONSIBILITIES GUIDE: We also acknowledged that we have received a copy of the New Castle County Tenants' Rights and Responsibilities Guide.

(40)

BY SIGNING THIS DOCUMENT, I HAVE READ THE LEASE AND I AGREE TO THE TERMS OF THIS LEASE.

_____ WITNESS	_____ LESSOR
	_____ LESSOR
_____ WITNESS	_____ LESSEE
_____ DATE	_____ LESSEE

MAKE CHECKS PAYABLE TO Sparrow Run Management LLC AND MAIL TO:

Sparrow Run Management LLC
P.O. Box 457
Bear, DE 19701
(302) 836-8300 Phone
(302) 836-1109 Fax

Zero Tolerance Supplement

I understand that should the Police be called to my home at _____ for disturbances caused by myself, a member of my household, or my guests, my lease may be terminated immediately and possession sought by my landlord in a Justice of the Peace Court. I also understand that should I, or a member of my household be involved in criminal activity, disturbance of the peace, threatening activity, or endangering the safety of those in the Sparrow Run Community, my landlord may terminate my lease and seek possession in a Justice of the Peace Court.

Lessee _____ Date _____

Lessee _____ Date _____

Household Occupancy List

Below is a list of people who will occupy the household at _____ , Newark DE 19702.

Name	Birthdate
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

THIS IS A SUPPLEMENT TO THE LEASE AND IS TO BE USED IN CONJUNCTION WITH THE RULES AND REGULATIONS OF THE LEASE:

1. Nothing is to be stored outside. No chairs, bikes, basketball hoops, etc. Keep water hose rolled up. Anything outside will be considered trash and disposed of at your expense.
2. No untagged or inoperable vehicles. Untagged vehicles will be towed at your expense. Absolutely NO parking on the grass.
3. Pets are not allowed – including those of guests.
4. One key is furnished for the front door. Locks must not be changed. If you have to change the lock, immediately notify the office.
5. Trash pick up is every Wednesday. Please have trash containers at the curb on Tuesday night or early Wednesday - PLEASE NOTE THAT REMOVAL OF BULK ITEMS IS AT TENANT’S EXPENSE. Place containers in back of house (if possible) by Wednesday night. If Management has to put containers out or put them back after pick up there will be a \$25 charge.
6. Keep stove clean and free of grease. Do not allow grease or food to build up under the elements. Stove top and oven must be cleaned on a regular basis. Keeping the stove clean and free of grease helps to prevent stove fires.
7. Do not place hot pots or pans on the countertops.
8. NEVER USE YOUR CARPET AS AN IRONING BOARD. If there is one iron burn on the carpet, you will be charged to replace the entire room with new carpet.
9. NEVER leave candles unattended. This is the # one cause of house fires.
10. Keep dryer vent free of lint.
11. It is your responsibility to make sure that smoke detectors and fire extinguishers are in good working order at all times.
12. Use nothing higher than a 60 watt bulb inside the house.
13. Make yourself familiar with the water shut off valves and the electrical box.
14. Check furnace filter every month and replace if necessary. A clean filter will make your furnace operate more efficiently. Date the side of the filter so you will know when it was last replaced.
15. Immediately notify the office of any leaks (tub, sinks, or toilets)
16. Notify the office of any broken windows or torn screens.
17. Window blinds are provided and should look good at all times. If broken they must be replaced with the same color and size. If Management has to replace, it will be at your expense.
18. To improve the quality of life for everyone, all residents must conduct themselves and require their family and guests to conduct themselves in a manner that will not disturb their neighbor’s peaceful enjoyment of their community.
19. Window unit air conditioners are prohibited and can create a fire hazard.
20. Landlord is not responsible for phone or cable installation or maintenance. Any existing jacks were left by previous tenant and are not guaranteed to work.

TENANT’S NAME	DATE
TENANT’S NAME	DATE

*** In the event of property loss or damages, your possessions are not covered by the landlord’s homeowners insurance. Although not required, we recommend that you purchase Renter’s Insurance to cover loss or damage to your personal property in the case of an accident or theft. Renter’s Insurance can be purchased for as little as \$15 a month, contact your insurance agent for details. ***

PRICE LIST FOR DAMAGES

Furniture removal and disposal	\$150.00
Rear & front door replacement (regular door)	\$300.00
(fancy door)	\$600.00
Closet door/Interior door replacement	\$125.00
Cuts or digs in vinyl/tile floors	Management discretion
Replacement of cabinet doors or drawers	\$75.00
Replacement of kitchen counter tops	Management discretion
Repair chip or scratch in counter tops	\$10.00 per chip or scratch
Missing accessories (ie. Soap dish/towel rack)	\$25.00 per item
Drywall repair	\$15.00 small hole \$40 fist size or larger
Molding replacement	\$30.00 per 7 foot minimum
Window glass replacement	\$150.00 per window
Screens	\$45.00 to replace per window
	\$25.00 to repair per window
Wallpaper or border removal	\$85.00 per room
Broken toilet seat	\$30.00
Broken shower rod	\$25.00
Unclogging toilets or sinks	\$50.00
Replacement of bathroom vanity	\$150.00
Replacement of medicine cabinet	\$75.00
Miniblind replacement	\$35.00 per single window
Stove replacement	\$450.00
Refrigerator replacement	\$575.00
Microwave replacement	\$375.00
Dishwasher replacement	\$300.00
Stove cleaning	\$35.00
Refrigerator cleaning	\$35.00
Microwave cleaning	\$35.00
Cleaning cabinets	\$35.00
Carpet stains	Management discretion
Carpet holes, tears or burns	Replacement costs per room
Interior door knob replacement	\$25.00 each
Exterior door knobs and dead bolt replacement w/keys	\$50.00 each
Smoke detectors	\$25.00 each
Painting	Management discretion
Cleaning bathrooms	\$50.00
Replacement of lights or light fixtures	\$25.00 each
Insect/Vermin Extermination	\$75.00
Fire Extinguisher Replacement	\$45.00
Refrigerator Gasket Replacement	\$80.00

TENANT’S NAME

DATE

TENANT’S NAME

DATE